

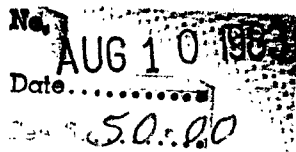


ACF INDUSTRIES

INCORPORATED

750 THIRD AVENUE, NEW YORK, N. Y. 10017, (212) 986-8600, CABLE ADDRESS: ACFUSA

31222A038



August 8, 1983

14119

RECORDATION NO. Filed 1425

Secretary of Washington, D. C.
Interstate Commerce Commission
Washington, D.C.

AUG 10 1983 -12 25 PM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

We enclose herewith for filing with the Commission, pursuant to 49 USC §11303 and the regulations thereunder, three (3) original counterparts of the Chattel Mortgage dated as of July 15, 1983 between the following parties:

- (a) Mortgages: Citibank, N.A.
399 Park Avenue
New York, New York
- (b) Mortgagor: ACF Industries, Incorporated
750 Third Avenue
New York, New York 10017

The railroad equipment covered by the above document is as follows:

RECEIVED
AUG 10 12 29 PM '83
I.C.C.
FEE OPERATION BR.

Handwritten signature: Charles J. Sigel

SCHEDULE A
DESCRIPTION OF EQUIPMENT

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
1	T193	6810
1	T545	12901
1	T105	12995
10	T679	13208-13217
5	T103	16206-16210
2	T023	16776-16777
17	T399	16942-16958
1	T609	17475
1	T609	17481
3	T609	17483-17485
2	T609	17487-17488
3	T399	18716-18718
3	T389	18719-18721
3	T409	18722-18724
6	T399	18725-18730
3	T409	18732-18734
1	T399	18735
3	T399	18925-18927
45	T563	19376-19420
4	T563	19441-19444
1	T409	19900
1	T389	19901
3	T409	19902-19904

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
6	T389	19905-19910
1	T409	19911
3	T389	19912-19914
1	T409	19915
1	T389	19916
1	T409	19917
1	T389	19918
1	T409	19919
2	T389	19920-19921
1	T399	19922
1	T389	19923
2	T409	19924-19925
1	T399	19926
6	T389	19927-19932
2	T409	19933-19934
3	T389	19935-19937
1	T409	19938
1	T389	19939
1	T409	19940
2	T389	19941-19942
2	T389	19944-19945
1	T409	19946
2	T389	19947-19948
1	T409	19949
2	T389	19968-19969
1	T389	19972
1	C111	26669

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
2	C111	26676-26677
1	C711	41050
1	C711	44500
1	C711	44503
1	C611	44504
3	C611	44584-44586
5	C711	44627-44631
2	C311	44827-44828
1	C313	46873
6	C313	46880-46885
44	C713	46886-46929
4	C113	46931-46934
2	C313	46935-46936
4	C113	46937-46940
1	C313	46963
6	C113	46965-46970
3	C113	46972-46974
5	C313	46975-46979
1	C513	46980
3	C113	46981-46983
1	C513	46984
2	C313	46985-46986
15	C313	46989-47003
6	C113	47005-47010
6	C113	47012-47017
26	C113	47019-47044
9	C113	47046-47054

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
23	C113	47056-47078
12	C313	47079-47090
3	C713	47092-47094
4	C313	47095-47098
2	C313	47102-47103
1	C113	47104
3	C113	47295-47297
2	C113	47299-47300
1	C113	47304
2	C113	47306-47307
4	C113	47309-47312
2	C113	47314-47315
19	C113	47322-47340
1	C713	47776
1	C113	47808
1	C113	47818
1	C113	47826
1	C113	49147
1	C413	49208
4	C113	49258-49261
5	C113	49957-49961
13	C214	52837-52849
26	C214	52851-52876
11	C214	52896-52906
8	C214	52908-52915
23	C214	52945-52967
12	C214	53108-53119

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
7	C214	53121-53127
50	C114	53176-53225
10	C214	53226-53235
2	C214	53239-53240
9	C214	53252-53260
2	C314	53261-53262
6	C214	53263-53268
16	C214	53270-53285
5	C514	53286-53290
4	C214	53291-53294
8	C214	53296-53303
3	C214	53305-53307
6	C114	53308-53313
4	C214	53314-53317
3	C514	53318-53320
11	C214	53321-53331
38	C214	53382-53419
1	C214	53441
3	C214	53443-53445
2	C214	53447-53448
10	C214	53450-53459
2	C214	53488-53489
27	C214	53491-53517
3	C214	53519-53521
1	C214	53527
2	C114	53543-53544
15	C214	53545-53559

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
2	C614	54717-54718
6	C614	54726-54731
1	C214	55139
17	C214	55973-55989
1	C214	56068
1	C214	57250
1	C214	57264
1	C214	57443
1	C214	57452
7	C414	59234-59240
1	C112	62265
2	C712	62268-62269
3	C112	62270-62272
12	C112	62500-62511
17	C112	62513-62529
2	C112	62531-62532
4	C112	62534-62537
3	C112	62539-62541
16	C112	62543-62558
4	C112	62560-62563
10	C112	62565-62574
2	C112	62576-62577
4	C112	62579-62582
6	C112	62584-62589
15	C112	62591-62605
1	C112	62607
12	C112	62610-62621

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
12	C112	62623-62634
10	C112	62636-62645
5	C112	62647-62651
5	C112	62653-62657
9	C112	62660-62668
4	C112	62670-62673
14	C112	62675-62688
2	C112	62692-62693
3	C112	62699-62701
4	C112	62703-62706
16	C112	62708-62723
6	C112	62725-62730
20	C112	62732-62751
10	C112	62754-62763
10	C112	62765-62774
3	C112	62776-62778
8	C112	62780-62787
3	C112	62789-62791
7	C112	62793-62799
1	C112	62887
1	C312	62888
15	C112	62889-62903
31	C112	62905-62935
2	C112	62937-62938
18	C112	62940-62957
6	C112	62959-62964
8	C112	62966-62973

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
2	C112	62975-62976
6	C112	62978-62983
1	C112	62985
2	C112	62987-62988
6	C112	63426-63431
8	C112	63433-63440
1	C612	63443
3	C112	63446-63448
1	C312	63449
1	C312	63451
1	C212	63452
2	C312	63453-63454
2	C112	63455-63456
4	C312	63457-63460
2	C112	63461-63462
6	C112	63475-63480
14	C112	63482-63495
7	C112	63511-63517
9	C112	63526-63534
20	C112	63545-63564
8	C112	64246-64253
6	C112	64255-64260
1	C112	64262
1	C114	70090
1	T389	80164
1	T105	82280
2	T105	82293-82294
23	T105	82307-82329

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
1	T105	82354
7	T105	82375-82381
46	T105	82385-82430
7	T105	82471-82477
1	T105	82479
9	T105	82481-82489
1	T105	82491
3	T105	82494-82496
24	T105	82498-82521
4	T105	82523-82526
2	T105	82528-82529
11	T105	82531-82541
3	T105	82544-82546
60	T105	82548-82607
20	T105	82609-82628
14	T105	82633-82646
1	T105	82669
3	T105	82671-82673
1	T105	82675
1	T105	83120
1	T106	83125
8	T106	83127-83134
10	T106	83245-83254
14	T105	83313-83326
1	T105	83377
3	T105	83423-83425
1	T105	83537

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
1	T106	83559
1	T106	83896
1	T104	84100
5	T576	85146-85150
3	T537	85151-85153
6	T537	85156-85161
20	T537	85163-85182
2	T565	85183-85184
8	T537	85185-85192
6	T537	85194-85199
11	T537	85201-85211
3	T537	85213-85215
4	T537	85217-85220
2	T105	86582-86583
8	T105	86603-86610
2	T106	86697-86698
3	T106	86701-86703
4	T106	86716-86719
1	T105	86997
2	T105	87004-87005
2	T105	87010-87011
4	T105	87013-87016
1	T105	87114
1	T145	87750
7	T104	88144-88150
4	T104	88155-88158
2	T108	88160-88161
7	T108	88167-88173

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
2	T108	88175-88176
3	T108	88178-88180
2	T108	88182-88183
12	T108	88185-88196
3	T108	88200-88202
13	T564	88203-88215
6	T108	88216-88221
1	T103	88222
8	T104	88223-88230
19	T104	88232-88250
9	T564	88251-88259
4	T107	88293-88296
4	T108	88335-88338
1	T104	88339
6	T104	88341-88346
1	T093	88347
1	T109	88348
3	T109	88351-88353
5	T109	88355-88359
1	T109	88363
4	T109	88365-88368
1	T109	88370
2	T109	88372-88373
10	T564	88376-88385
2	T105	88386-88387
9	T104	88388-88396
10	T104	88398-88407

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
4	T054	88408-88411
7	T104	88412-88418
9	T104	88420-88428
33	T104	88430-88462
5	T564	88468-88472
9	T104	88473-88481
1	T105	88496
4	T564	88550-88553
3	T105	88579-88581
3	T055	88851-88853
10	T106	89603-89612
1	T104	89624
4	C214	96207-96210
2	C214	96388-96389
6	C214	96394-96399
1	C214	96419
1	C214	96421
6	C214	96423-96428
1	C214	98399
		<u>Initialled RSTX and Numbered</u>
18	T106	23100-23117
10	T106	23119-23128
5	T106	23145-23149

RECAPITULATION

Total Covered Hopper Cars.....1,118

Total Tank Cars..... 836

Total Number of Cars.....1,954

Secretary
Interstate Commerce
Page 2

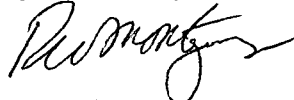
August 8, 1983

No prior recordation of the above document has been made.

We also enclose our check drawn to the order of the Commission in the sum of \$50.00 in payment of the recordation fee in this connection.

We request that two counterparts, including the one marked "ACF Copy", bearing the Commission's recordation data be returned to Mr. R. W. Montgomery, Assistant Secretary, ACF Industries, Incorporated, 750 Third Avenue, New York, New York 10017, or to the bearer.

Very truly yours,



R. W. Montgomery
Assistant Secretary

RWM:ss
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

8/10/83

OFFICE OF THE SECRETARY

R.W. Montgomery
Assist. Sec.
ACF Industries, Incorp.
750 Third Ave.
New York, N.Y. 10017

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **8/10/83** at **12:35pm**, and assigned re-recording number(s). **14119**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. **14119** Filed 1425

AUG 10 1983 12 15 PM

INTERSTATE COMMERCE COMMISSION

ACF INDUSTRIES, INCORPORATED

TO

CITIBANK, N.A.

CHATTEL MORTGAGE

Dated as of July 15, 1983

CHATTEL MORTGAGE

THIS INDENTURE, dated as of July 15, 1983, by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation having its principal office at 750 Third Avenue, New York, New York 10017 (hereinafter called "Mortgagor"), and CITIBANK, N.A., a national banking association having its principal office at 399 Park Avenue, New York, New York 10043 (hereinafter called "Mortgagee"),

W I T N E S S E T H:

WHEREAS, Mortgagor owns the railroad rolling stock described in Schedule A hereto attached (hereinafter called the "Equipment"), which is intended for use in interstate commerce;

WHEREAS, pursuant to a certain credit agreement of even date herewith (the "Credit Agreement") which Credit Agreement is in the form attached hereto and marked Exhibit A, Mortgagee has loaned to Mortgagor the sum of \$35,000,000 (the "Loan") evidenced by a certain promissory Note of even date delivered pursuant to the Credit Agreement, which Note is in the form attached hereto and marked Exhibit B.

WHEREAS, Mortgagor has agreed in the Credit Agreement to execute and deliver this mortgage to secure Mortgagor's obligation to repay the Loan and its other obligations under the Credit Agreement, the Note and hereunder;

WHEREAS, the Equipment is presently leased to several customers of Mortgagor for varying periods of years;

NOW, THEREFORE, for the purpose of securing the repayment of the Loan, as evidenced by the Note, with interest as provided in the Note and the Credit Agreement, the payment of all other monies secured hereby and the performance of the covenants herein and in the Credit Agreement and in the Note contained:

FIRST: Mortgagor does hereby grant, bargain, sell, convey and mortgage unto Mortgagee, its successors and assigns, all of its right, title and interest in and to the units of Equipment particularly described in said Schedule A, together with all attachments, accessories, accessions and additions now or hereafter attached to or placed upon the Equipment, and any replacements thereof;

To Have and to Hold the Equipment unto Mortgagee and its successors and assigns forever; provided, however, that if Mortgagor shall perform or cause to be performed and carried out each of Mortgagor's warranties and covenants herein contained, and in par-

particular shall pay or cause to be paid to Mortgagee, its successors or assigns, for the redemption of the Equipment, the amount of the Loan evidenced by the Note and all other sums secured hereby, together with all interest thereon, according to the terms and provisions of the Note and the Credit Agreement, or according to the terms of any modification thereof, including reasonable attorney's fees if (after the occurrence of any default, breach of any covenant or warranty made herein by Mortgagor, or any Event of Default hereinafter mentioned) this mortgage or the Note shall be placed with an attorney for collection of the aforesaid debt, or any part thereof, then this mortgage shall be void; otherwise, to remain in full force and effect; and provided, further, that until default be made in the performance of the conditions aforesaid, or breach of any covenant or warranty made herein by Mortgagor, or the occurrence of any Event of Default hereinafter mentioned, Mortgagor shall be entitled to retain possession of the Equipment and to use and enjoy the same in accordance with the provisions of this mortgage, but in case of any such default or breach, or the happening of any such Event of Default, Mortgagee, its successors and assigns shall then have all the rights and remedies provided by law in such cases, including therein, but not by way of limitation thereon, those rights and remedies set forth in this mortgage and in the Credit Agreement and the Note, and

Second: Mortgagor covenants, represents and warrants as follows:

Article 1. Definitions. The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this mortgage shall have the respective meanings hereinafter specified:

Affiliate of any corporation shall mean any corporation which, directly or indirectly, controls or is controlled by, or is under direct or indirect common control with, such corporation. For the purposes of this definition, control (including controlled by and under common control with), as used with respect to any corporation, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, whether through the ownership of voting securities or by contract or otherwise.

Car or Cars shall mean any one or more of the items of Equipment listed in Schedule A hereto.

Credit Agreement shall have the meaning specified in the second recital hereof.

Equipment shall mean the aggregate of the Cars at any given time subject to the lien of this mortgage, or any specified Cars at any given time constituting part thereof.

Event of Default shall mean any event specified in Article 11 hereof or in Article V of the Credit Agreement to be an Event of Default.

Lease or Leases shall mean one or more of the several Leases of Railroad Equipment described in the last recital hereof;

Lessee or Lessees shall mean one or more of the Mortgagor's customers described in the last recital hereof and their respective successors and assigns;

Loan shall have the meaning specified in the second recital hereof.

Mortgagee shall mean Citibank, N.A., a national banking association, and its successors and assigns.

Mortgagor shall mean ACF Industries, Incorporated, a New Jersey corporation, and its successors and assigns.

Note shall mean the promissory note delivered pursuant to Section 2.01(a) of the Credit Agreement.

Officer's Certificate shall mean a certificate signed by the Chairman of the Board, the President, the Executive Vice President, any Vice President, or the Treasurer or any Assistant Treasurer of Mortgagor.

Opinion of Counsel shall mean an opinion in writing signed by legal counsel who shall be satisfactory to Mortgagee and who may be an employee of or of counsel to Mortgagor. The acceptance by Mortgagee of, and its action on, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to Mortgagee.

Request shall mean a written request for the action therein specified, delivered to the Mortgagee, dated not more than ten days prior to the date of delivery to the Mortgagee and signed on behalf of the Mortgagor by the Chairman of the Board, the President, the Executive Vice President, any Vice President, the Treasurer or any Assistant Treasurer of the Mortgagor.

The term value shall have the meaning given it in Article 4 hereof. The words herein, hereof, hereby, hereto, hereunder and words of similar import refer to this mortgage as a whole and not to any particular Article, paragraph or subdivision hereof.

Article 2. Payment. Mortgagor will pay in immediately available funds the amount of the Loan evidenced by the Note, and all other sums secured hereby, together with all interest thereon, according to the terms and provisions of the Note and the Credit

Agreement, or according to the terms of any modification thereof, when and as the same shall become due and payable.

Article 3. Marking of Equipment. The Mortgagor agrees that if on or before February 1 in each calendar year the Mortgagee shall fail to receive an Opinion of Counsel to the effect that marking of the Equipment, in the manner hereinafter in this Article 3 otherwise provided, is not required by law in order properly to protect the security interest of the Mortgagee in the Equipment, or if, at any time, in the opinion of the Mortgagor or Mortgagee, or if the Mortgagor becomes aware that, marking of one or more units of Equipment is required by law properly to protect the security interest of the Mortgagee in the Equipment, the Mortgagor shall, as soon as practicable after determining that such marking is required or after the failure of the Mortgagor to deliver the aforementioned Opinion of Counsel, arrange for the marking of each Car in the following manner. There shall be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of each Car a metal plate bearing the following words, or such words shall be otherwise plainly, distinctly, permanently and conspicuously marked on each side of each Car, in either case in letters not less than seven-sixteenths of one inch in height:

THIS CAR IS MORTGAGED TO CITIBANK, N.A. UNDER A CHATTEL MORTGAGE FILED WITH THE INTERSTATE COMMERCE COMMISSION.

In case, prior to the satisfaction of this mortgage, any of such plates or marks shall at any time be removed, defaced or destroyed, the Mortgagor shall forthwith cause the same to be restored or replaced. The Mortgagor shall not change, or permit to be changed, the numbers of any of the Equipment at any time covered hereby (or any numbers which have been substituted as herein provided) except in accordance with a statement of new numbers to be substituted therefor which previously shall have been filed with the Mortgagee by the Mortgagor and which shall be filed and recorded in like manner as this instrument.

The Equipment may be lettered, "ACF Industries, Incorporated," "Shippers Car Line," "ACFX," "SHPX," or in some other appropriate manner for convenience of identification of the ownership interest of the Mortgagor therein, and may also be lettered, in case of any Lease, in such manner as may be appropriate for convenience of identification of the Lessee's interest therein; but the Mortgagor, during the continuance of the mortgage provided for herein, shall not allow the name of any person to be placed on any of the Equipment as a designation which might be interpreted as a claim of ownership thereof by any person other than the Mortgagor.

Article 4. Loss, Theft or Destruction of Cars. In the event that any Car shall be worn out, lost, stolen, destroyed or damaged beyond economic repair, from any cause whatsoever, or shall be re-

quisitioned, taken over or nationalized by any governmental authority under the power of eminent domain or otherwise (such occurrence being hereinafter called a "Casualty Occurrence") prior to the payment of the full amount of the Loan, together with interest thereon, and all other payments required under the Credit Agreement and the Note, the Mortgagor shall, within 30 days after it has knowledge of such Casualty Occurrence, file with the Mortgagee a certificate setting forth (a) the identifying numbers of the Cars subject to such Casualty Occurrence and (b) a statement to the effect that the aggregate value of the remaining Cars is not less than 150% of the then outstanding principal amount of the Note or, in the absence of the statement required by the preceding clause (b), Mortgagor will pay to Mortgagee a portion of the principal amount of the Note then outstanding such that the said principal shall be reduced to not more than 66-2/3% of the then value of the Equipment. For purposes hereof, the term "value" shall mean a sum determined in accordance with the then current Code of Rules Governing the Settlement for Destroyed or Damaged Cars adopted by the Association of American Railroads.

Article 5. Maintenance, Repair and Insurance. The Mortgagor will at all times maintain the Cars in first class condition and repair and in good and efficient working order, reasonable wear and tear excepted, and acceptable for use in unrestricted interchange, at its own expense.

Article 6. Reports and Inspections. On or before August 1 in each year, commencing with the year 1984, and on such other dates as the Mortgagee may from time to time reasonably request, the Mortgagor will furnish to the Mortgagee an accurate report, certified by a duly authorized agent of Mortgagor, stating as of a recent date (but in the case of each annual statement, not earlier than the preceding December 31, and in the case of any other such statement, not earlier than a date 90 days preceding the date of such statement):

(a)(i) The Mortgagor's car numbers of the Cars then subject hereto, (ii) the Mortgagor's car numbers of all Cars that have become worn out, lost, stolen, destroyed, irreparably damaged or rendered permanently unfit for use since the date of the previous report (or since the date hereof in the case of the first such report), and

(b) That all Cars then subject hereto have been maintained in accordance with Article 5 hereof or, if such be the case, are then being repaired in accordance with Article 5 hereof and that the Mortgagor's identifying reporting mark and the appropriate car number have been preserved or repainted on each side of each Car. The Mortgagee shall have the right, by its agents, to inspect the Cars and the Mortgagor's records with respect thereto once in every year, but no failure by the Mortgagee or its agents to make

any such inspection shall be deemed a waiver of the Mortgagee's rights under this mortgage.

Article 7. Possession and Use. The Mortgagor, so long as no Event of Default under this mortgage or the Credit Agreement shall have occurred and be continuing, shall be entitled to the possession of the Cars and the use thereof, and Mortgagor may also lease or contract to the Lessees under the Leases all or any part of the Cars, but only upon and subject to all the terms and conditions of this mortgage, and to all rights of Mortgagee hereunder.

Any of the Leases may provide that the Lessee thereunder, so long as it shall not be in default under such Lease, shall be entitled (subject to the rights of Mortgagee) to the possession of the Cars subject to such Lease and the use thereof, and, subject to the provisions of Article 3 hereof, may provide for lettering or marking upon such Cars for convenience of identification of the leasehold interest of such Lessee therein. Every such Lease shall contain provisions which have the effect of subjecting the rights of the Lessee under such Lease to the rights of Mortgagee in respect of the Cars subject thereto, including, without limitation, such rights in the event of the happening of an Event of Default.

Article 8. Substitution, Replacement and Addition of Equipment. Upon Request, the Mortgagee shall, at any time and from time to time, execute and deliver a partial release to Mortgagor of all the right, title and interest of the Mortgagee in and to any of the Cars as provided herein; provided, however, that (a) there shall be paid to the Mortgagee cash in an amount not less than the value, (as defined in Article 4 hereof), as of the date of such Request, of the Cars to be released by Mortgagee or (b) there shall be conveyed to the Mortgagee, at the time of release of any Cars, other Cars having a value (similarly determined) not less than the value, as of the date of such Request, of the Cars to be thus released.

At the time of delivery of any Request pursuant to the first paragraph of this Article, the Mortgagor shall, if other Cars are to be subjected to the lien of this mortgage, in substitution for the Cars to be released by Mortgagee or in addition to the cars presently subjected to the lien, deliver to the Mortgagee the following papers:

(1) an Officer's Certificate stating (i) the value as of the date of said Request of the Cars so to be released by the Mortgagee, (ii) that the requested release by the Mortgagee will not impair the security under this Mortgage in contravention of the provisions hereof, (iii) the value of such substituted Cars as of such date, (iv) that each Car so to be substituted has been marked as provided in Article 3 hereof, if required (v) that each such

Car so to be substituted is Equipment as herein defined and (vi) that the Mortgagor is not in Default;

(2) An appropriate supplement hereto in respect of such substituted Cars.

(3) an Opinion of Counsel to the effect that (i) such supplement is valid and effective, either alone or together with any other instruments referred to in and accompanying such opinion, to subject such substituted Cars to the lien of this mortgage upon all the terms and conditions hereof, free from all claims, liens, security interests and other encumbrances (except as permitted herein) other than the rights of the Mortgagor hereunder and (ii) that such supplement has been duly executed by Mortgagor and has been recorded as required by the second paragraph of Article 15 hereof.

At the time of delivery of any Request pursuant to the first paragraph of this Article, the Mortgagor shall, if cash is to be paid to the Mortgagee in respect of the Cars to be released by Mortgagee, deliver to the Mortgagee an Officer's Certificate stating to the effect set forth in clauses (i), (ii) and (vi) of subparagraph (1) of the second paragraph of this Article. Any such cash payment shall be credited against the next scheduled principal payment under the Note.

Article 9. Compliance with Laws and Rules. During the term of this mortgage the Mortgagor will comply, or will use its best efforts to cause any user of all or part of the Cars to comply, in all respects with all laws of the jurisdictions in which operations of the Mortgagor or such user, including any Lessee, involving the Cars may extend, with the interchange rules of the Association of America Railroads and with the lawful rules of the Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Mortgagor or such user or over the Cars, to the extent that such laws and rules affect the operation, maintenance or use of the Cars. In the event that such laws or rules require any alteration, replacement or modification of or to any part of any of the Cars, Mortgagor will use its best efforts to cause any user of all or part of the Cars to conform therewith, at its own expense, and will maintain, or will use its best efforts to cause such user to maintain, the same in proper condition for operation under such laws and rules; provided, however, that the Mortgagor may, in good faith, contest the validity and application of any such law or rule in any reasonable manner which does not have a material adverse effect upon the property or rights of the Mortgagee hereunder.

Article 10. Taxes and Other Liens. Mortgagor will pay or otherwise satisfy and discharge any and all taxes and any and all sums claimed by any party from, through or under Mortgagor or its

successors or assigns which, if unpaid, might become a lien or a charge upon the Equipment, or any unit thereof, equal or superior to the lien of Mortgagee thereon, but shall not be required to pay or discharge any such tax or other claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not have a material adverse effect on the lien or rights of Mortgagee hereunder.

If the Federal Government or any state or subdivision thereof now or hereafter imposes, or increases or extends any existing, internal revenue tax, war tax, excise, manufacturer's or sales tax, import, export, impost or other charge or tax of any kind on the Equipment or any unit thereof or in respect of any other matters connected therewith, and if such tax is in any way payable by Mortgagee, the amount of such tax shall be added to and shall be and become a part of the sums secured by this mortgage, and shall immediately upon demand be due and be repaid by Mortgagor to Mortgagee.

Article 11. Defaults and Certain Remedies. In the event that any one or more of the following events of default (hereinafter called "Events of Default") shall occur and be continuing, to wit:

(a) Mortgagor shall fail to pay in full any sum payable by it as herein or in the Note or the Credit Agreement provided within five (5) days after such sum shall become due and payable; or

(b) Mortgagor shall refuse, or for more than twenty (20) days after Mortgagee shall have demanded in writing performance thereof shall fail, to comply with any covenant, agreement, term or provision of this mortgage or of the Note or the Credit Agreement on its part to be kept and performed or to make provisions satisfactory to Mortgagee for such compliance; or

(c) The Mortgagor shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the Mortgagor seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property; or the Mortgagor shall take any corporate action to authorize any of the actions set forth above in this subsection (c); or

(d) Mortgagor shall make or suffer any unauthorized assignment or transfer of any unit of the Equipment or of the right to possession of any thereof; or

(e) The Equipment, or any unit thereof, shall be attached, distrained or otherwise levied upon and such attachment, distraint or levy shall not be vacated within ten (10) days; or

(f) Mortgagor shall make an assignment for the benefit of creditors or shall make an attempt to sell or convert the Equipment or any unit thereof; or

(g) Any representation or warranty made by the Mortgagor herein or in the Note or the Credit Agreement or in any certificate or other instrument delivered under or pursuant to any provision hereof or thereof shall prove to have been false or incorrect in any material respect on the date as of which made; or

(h) Any default of Mortgagor, after the same shall have become due and payable, in making any payment due in respect of an obligation, if the aggregate unpaid principal amount and accrued interest of all such obligations as to which Mortgagor is so in default exceeds \$1,000,000

(i) for borrowed money (other than the Note), or

(ii) under a lease which has been or in accordance with sound accounting practice should be capitalized upon Mortgagor's books

except, in either such case, an obligation which is being contested in good faith and by proper proceedings by Mortgagor;

then or at any time after the occurrence of such an Event of Default the entire unpaid balance of the indebtedness secured by this mortgage shall, at the election of Mortgagee, become and be immediately due and payable upon written notice by Mortgagee to Mortgagor; and this mortgage may, at Mortgagee's option (notice of the exercise of which option is hereby expressly waived) be foreclosed by action or in any other manner provided by law; and Mortgagee is further authorized to enter any premises of Mortgagor or other place where the Equipment or any unit thereof may be, and take possession of the Equipment or any unit thereof, and remove the same, upon 10 days' advance notice to Mortgagor, and sell the same for cash or on credit at public or private sale and with or without advertisement, applying the moneys arising from such sale first, toward the payment of the expenses of such sale and of the taking of possession of said Equipment, and second, toward the

payment of all unpaid indebtedness secured hereby, together with interest thereon at the rate or rates specified in the Credit Agreement to the date the same became due and any other sums secured hereby, paying the surplus, if any, to Mortgagor. If for any cause, the proceeds of said Equipment fail to satisfy such indebtedness, interest, sums and expenses, Mortgagor covenants and agrees to pay the deficiency together with interest thereon at the rate specified in the second paragraph of the Note. Any sale hereunder may be held or conducted at such time or times and at such place or places as Mortgagee may fix, in one lot and as an entirety, or separate lots, and without the necessity of taking possession of the Equipment or any thereof or of gathering at the place of sale the property to be sold, and in general in such manner as Mortgagee may determine; provided that Mortgagor shall be given notice of such sale by telephone confirmed by certified mail not less than ten (10) days prior thereto. No purchaser at any such sale shall be under any obligation to see to the application of the proceeds of sale or to inquire into the authority of Mortgagee or its agent or other substitute to make such sale. At any sale made as aforesaid, Mortgagee, its successors and assigns, may fairly and in good faith purchase the Equipment or any part thereof, and in payment of the purchase price Mortgagee shall be entitled to have credited on account thereof all sums due to Mortgagee from Mortgagor on the indebtedness secured hereby. In the event Mortgagee shall take possession of the Equipment or any part thereof, as hereinabove provided, it shall have the right to take possession of any and all other property in or upon or attached to the Equipment. If Mortgagor shall fail to remove such other property within five (5) days after such taking, Mortgagee may place such other property in storage for the account of and at the expense of Mortgagor.

The foregoing is subject to all mandatory provisions of applicable law; the invalidity of any remedy in any jurisdiction shall not invalidate such remedy in any other jurisdiction, and the invalidity and unenforceability of any of the remedies herein provided shall not in any way affect the right to enforcement in such jurisdiction or elsewhere of any of the other remedies herein provided.

Article 12. Demand for Possession of the Equipment by Mortgagee. In case Mortgagee shall rightfully demand possession of the Equipment or any unit thereof in pursuance of this mortgage and shall designate a point or points (which may, but need not, be upon premises occupied by Mortgagor) for delivery of the Equipment or any unit thereof to Mortgagee, Mortgagor will at its own expense forthwith cause the Equipment or any such unit thereof to be moved to such point and there delivered to Mortgagee; and, at the option of Mortgagee, Mortgagee may keep the Equipment or any unit thereof on any lines of railroad or premises approved by it, at the expense of Mortgagor, until Mortgagee shall have disposed of the same. The provisions of this Article 12 are of the essence of

this mortgage and, upon application to any court of equity having jurisdiction in the premises, Mortgagee shall be entitled to a decree against Mortgagor requiring specific performance hereof, and Mortgagor will pay to Mortgagee upon demand all expenses, including reasonable attorney's fees, in connection with obtaining such decree and all such expenses, with interest thereon at the rate specified in the second paragraph of the Note, which shall, until paid, constitute a further lien on the Equipment.

Article 13. Enforcement of Remedies, etc. Mortgagee shall have the right to exercise or enforce one or more rights, powers or remedies hereunder, successively or concurrently, and such action shall not prevent Mortgagee from exercising or pursuing any further right, power or remedy which it may have hereunder or by virtue of any statute or rule of law; and no repossession or re-taking or sale of the Equipment or any part thereof, nor the foreclosure of this mortgage, pursuant to the terms thereof or as provided by law, shall release Mortgagor until full payment has been made to Mortgagee, in cash, of all amounts secured hereby. To the extent it lawfully may, Mortgagor hereby waives the right to remove any legal action from the court originally acquiring jurisdiction. In the event Mortgagor shall fail or refuse to deliver the Equipment to Mortgagee or its assigns promptly after Mortgagee shall have made demand therefor, at a time when Mortgagor shall be in default hereunder, Mortgagor shall be obligated to pay to Mortgagee or its assigns forthwith, a sum equal to the sum of all Mortgagee's costs and expenses in the locating and taking possession of the Equipment. Payment of such sum shall be secured by this mortgage the same as if originally included in the debt secured hereby.

Article 14. Extension Not a Waiver. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to Mortgagee shall impair or affect Mortgagee's right thereafter to exercise the same. Any extension of time for payment hereunder or other indulgence granted to Mortgagor shall not otherwise alter or affect Mortgagee's rights or Mortgagor's obligations hereunder. Mortgagee's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect Mortgagor's obligations or Mortgagee's rights hereunder with respect to any subsequent payments or any prior or subsequent default hereunder.

Article 15. Recording. Mortgagor will at its expense cause this mortgage and any assignments hereof, and any supplements hereto, to be filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303 and to be deposited with the Registrar General of Canada in accordance with Section 86 of the The Railway Act of Canada (and notice of such deposit to be given in the Canada Gazette pursuant to said Act), and Mortgagor will at its expense from time to time do and perform any other act and will execute, acknowledge, deliver, file, regis-

ter and record any and all further instruments required by law or reasonably requested by Mortgagee for the purpose of proper protection, to the satisfaction of counsel for Mortgagee, of its lien on the Equipment and its rights under this mortgage or for the purpose of carrying out the intention of this mortgage, but only when the aforementioned filing and recording in accordance with 49 U.S.C. Section 11303 shall not be adequate to protect properly the lien of Mortgagee on the Cars having a value of not less than 85% of the aggregate value of the Equipment.

Promptly after the execution and delivery of this mortgage and each supplement hereto, Mortgagor will furnish to Mortgagee an Opinion of Counsel stating that, in the opinion of such counsel, this mortgage or such supplement, as the case may be, has been properly recorded and filed in compliance with the preceding paragraph of this Article 15 and reciting the details of such action. In rendering any such opinion, such counsel may conclusively rely upon an Officer's Certificate as to the location of the Equipment.

Article 16. Applicable State Law. This mortgage shall be construed in accordance with the laws of the State of New York and the rights and remedies of the parties hereunder shall be determined in accordance with such law, except to the extent that the law of some other jurisdiction within the United States of America may be mandatorily applicable to proceedings taken for the enforcement of the rights of Mortgagee; provided, however, that any remedies herein provided which are valid under the laws of jurisdictions where proceedings for the enforcement hereof are taken shall not be affected by any invalidity thereof under the laws of New York. Any provision of this mortgage prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof. An executed copy of this instrument has been delivered to and received by Mortgagor.

Article 17. Payment of Expenses. The Mortgagor will pay all reasonable costs and expenses (including reasonable fees and expenses of counsel for the Mortgagee) incident to this Mortgage and any instrument supplemental or related thereto.

Article 18. Notice. Any notice to or demand upon the Mortgagor pursuant hereto shall be deemed to be properly given or made if delivered or mailed, first class postage prepaid to it at 750 Third Avenue, New York, New York 10017; Attention of the Treasurer, or at such other address as may have been furnished in writing to the Mortgagee by the Mortgagor. Any notice to or demand upon Mortgagee shall be deemed to be properly given or made if delivered or mailed, first class postage prepaid, to the Mortgagee at its address first appearing above, attention of _____, or at such other address as may have been furnished in writing to the Mortgagor by the Mortgagee. An affidavit with respect to such mailing of any notice or demand by the person

mailing the same shall be deemed to be conclusive evidence of the giving of such notice or the making of such demand.

Article 19. Release. Upon payment by Mortgagor to Mortgagee of the whole amount of all sums secured hereby and the performance by Mortgagor of all other covenants, conditions and warranties on its part hereunder, Mortgagee shall, at Mortgagor's expense, execute such instruments and take such other action as may be reasonably requested by Mortgagor in order to discharge this mortgage of record.

Article 20. Binding on Successors and Assigns. All terms, conditions and covenants herein contained shall be binding upon and inure to the benefit of the successors and assigns of Mortgagee, and shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagor.

Article 21. Counterparts. This mortgage may be executed simultaneously in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

In Witness Whereof, the parties hereto, each pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, as of the day, month and year first above written.

ACF INDUSTRIES, INCORPORATED
Mortgagor


By 

Title

TREASURER

(SEAL)

Attest:


(Assistant) Secretary

CITIBANK, N.A.
Mortgagee

By 

Title

Vice President

(SEAL)

Attest:


(Assistant) Secretary

State of New York)
County of New York) ss:

On the *9th* day of *August* 1983, before me personally came
B. A. GUSTAFSEN to me known, who, being by me duly sworn,
did depose and say that he resides at *New Canaan, Ct*
; that he is **TREASURER** of ACF
Industries, Incorporated, one of the corporations described in and
which executed the foregoing instrument; that he knows the seal of
said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of
Directors of said corporation, and that he signed his name thereto
by like order.

(SEAL)

Anthony M. Romanello

Notary Public

ANTHONY M. ROMANELLO
Notary Public, State of New York
No. 31-4703607
Qualified in New York County
Commission Expires March 30, 1985

State of New York)
County of New York) ss:

On the 8th day of August, 1983, before me personally came JOHN P. STANTON to me known, who, being by me duly sworn, did depose and say that he resides at CITIBANK, N.A. 399 Park Avenue, New York, New York 10043 ; that he is a Vice President of Citibank, N.A., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

Pat A. Walsh
Notary Public

PATRICK A. WALSH
Notary Public, State of New York
No. 24-4144415
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1985

SCHEDULE A
DESCRIPTION OF EQUIPMENT

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
1	T193	6810
1	T545	12901
1	T105	12995
10	T679	13208-13217
5	T103	16206-16210
2	T023	16776-16777
17	T399	16942-16958
1	T609	17475
1	T609	17481
3	T609	17483-17485
2	T609	17487-17488
3	T399	18716-18718
3	T389	18719-18721
3	T409	18722-18724
6	T399	18725-18730
3	T409	18732-18734
1	T399	18735
3	T399	18925-18927
45	T563	19376-19420
4	T563	19441-19444
1	T409	19900
1	T389	19901
3	T409	19902-19904

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
6	T389	19905-19910
1	T409	19911
3	T389	19912-19914
1	T409	19915
1	T389	19916
1	T409	19917
1	T389	19918
1	T409	19919
2	T389	19920-19921
1	T399	19922
1	T389	19923
2	T409	19924-19925
1	T399	19926
6	T389	19927-19932
2	T409	19933-19934
3	T389	19935-19937
1	T409	19938
1	T389	19939
1	T409	19940
2	T389	19941-19942
2	T389	19944-19945
1	T409	19946
2	T389	19947-19948
1	T409	19949
2	T389	19968-19969
1	T389	19972
1	C111	26669

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
2	C111	26676-26677
1	C711	41050
1	C711	44500
1	C711	44503
1	C611	44504
3	C611	44584-44586
5	C711	44627-44631
2	C311	44827-44828
1	C313	46873
6	C313	46880-46885
44	C713	46886-46929
4	C113	46931-46934
2	C313	46935-46936
4	C113	46937-46940
1	C313	46963
6	C113	46965-46970
3	C113	46972-46974
5	C313	46975-46979
1	C513	46980
3	C113	46981-46983
1	C513	46984
2	C313	46985-46986
15	C313	46989-47003
6	C113	47005-47010
6	C113	47012-47017
26	C113	47019-47044
9	C113	47046-47054

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
23	C113	47056-47078
12	C313	47079-47090
3	C713	47092-47094
4	C313	47095-47098
2	C313	47102-47103
1	C113	47104
3	C113	47295-47297
2	C113	47299-47300
1	C113	47304
2	C113	47306-47307
4	C113	47309-47312
2	C113	47314-47315
19	C113	47322-47340
1	C713	47776
1	C113	47808
1	C113	47818
1	C113	47826
1	C113	49147
1	C413	49208
4	C113	49258-49261
5	C113	49957-49961
13	C214	52837-52849
26	C214	52851-52876
11	C214	52896-52906
8	C214	52908-52915
23	C214	52945-52967
12	C214	53108-53119

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
7	C214	53121-53127
50	C114	53176-53225
10	C214	53226-53235
2	C214	53239-53240
9	C214	53252-53260
2	C314	53261-53262
6	C214	53263-53268
16	C214	53270-53285
5	C514	53286-53290
4	C214	53291-53294
8	C214	53296-53303
3	C214	53305-53307
6	C114	53308-53313
4	C214	53314-53317
3	C514	53318-53320
11	C214	53321-53331
38	C214	53382-53419
1	C214	53441
3	C214	53443-53445
2	C214	53447-53448
10	C214	53450-53459
2	C214	53488-53489
27	C214	53491-53517
3	C214	53519-53521
1	C214	53527
2	C114	53543-53544
15	C214	53545-53559

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
2	C614	54717-54718
6	C614	54726-54731
1	C214	55139
17	C214	55973-55989
1	C214	56068
1	C214	57250
1	C214	57264
1	C214	57443
1	C214	57452
7	C414	59234-59240
1	C112	62265
2	C712	62268-62269
3	C112	62270-62272
12	C112	62500-62511
17	C112	62513-62529
2	C112	62531-62532
4	C112	62534-62537
3	C112	62539-62541
16	C112	62543-62558
4	C112	62560-62563
10	C112	62565-62574
2	C112	62576-62577
4	C112	62579-62582
6	C112	62584-62589
15	C112	62591-62605
1	C112	62607
12	C112	62610-62621

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialed ACFX and Numbered</u>
12	C112	62623-62634
10	C112	62636-62645
5	C112	62647-62651
5	C112	62653-62657
9	C112	62660-62668
4	C112	62670-62673
14	C112	62675-62688
2	C112	62692-62693
3	C112	62699-62701
4	C112	62703-62706
16	C112	62708-62723
6	C112	62725-62730
20	C112	62732-62751
10	C112	62754-62763
10	C112	62765-62774
3	C112	62776-62778
8	C112	62780-62787
3	C112	62789-62791
7	C112	62793-62799
1	C112	62887
1	C312	62888
15	C112	62889-62903
31	C112	62905-62935
2	C112	62937-62938
18	C112	62940-62957
6	C112	62959-62964
8	C112	62966-62973

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
2	C112	62975-62976
6	C112	62978-62983
1	C112	62985
2	C112	62987-62988
6	C112	63426-63431
8	C112	63433-63440
1	C612	63443
3	C112	63446-63448
1	C312	63449
1	C312	63451
1	C212	63452
2	C312	63453-63454
2	C112	63455-63456
4	C312	63457-63460
2	C112	63461-63462
6	C112	63475-63480
14	C112	63482-63495
7	C112	63511-63517
9	C112	63526-63534
20	C112	63545-63564
8	C112	64246-64253
6	C112	64255-64260
1	C112	64262
1	C114	70090
1	T389	80164
1	T105	82280
2	T105	82293-82294
23	T105	82307-82329

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
1	T105	82354
7	T105	82375-82381
46	T105	82385-82430
7	T105	82471-82477
1	T105	82479
9	T105	82481-82489
1	T105	82491
3	T105	82494-82496
24	T105	82498-82521
4	T105	82523-82526
2	T105	82528-82529
11	T105	82531-82541
3	T105	82544-82546
60	T105	82548-82607
20	T105	82609-82628
14	T105	82633-82646
1	T105	82669
3	T105	82671-82673
1	T105	82675
1	T105	83120
1	T106	83125
8	T106	83127-83134
10	T106	83245-83254
14	T105	83313-83326
1	T105	83377
3	T105	83423-83425
1	T105	83537

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
1	T106	83559
1	T106	83896
1	T104	84100
5	T576	85146-85150
3	T537	85151-85153
6	T537	85156-85161
20	T537	85163-85182
2	T565	85183-85184
8	T537	85185-85192
6	T537	85194-85199
11	T537	85201-85211
3	T537	85213-85215
4	T537	85217-85220
2	T105	86582-86583
8	T105	86603-86610
2	T106	86697-86698
3	T106	86701-86703
4	T106	86716-86719
1	T105	86997
2	T105	87004-87005
2	T105	87010-87011
4	T105	87013-87016
1	T105	87114
1	T145	87750
7	T104	88144-88150
4	T104	88155-88158
2	T108	88160-88161
7	T108	88167-88173

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
2	T108	88175-88176
3	T108	88178-88180
2	T108	88182-88183
12	T108	88185-88196
3	T108	88200-88202
13	T564	88203-88215
6	T108	88216-88221
1	T103	88222
8	T104	88223-88230
19	T104	88232-88250
9	T564	88251-88259
4	T107	88293-88296
4	T108	88335-88338
1	T104	88339
6	T104	88341-88346
1	T093	88347
1	T109	88348
3	T109	88351-88353
5	T109	88355-88359
1	T109	88363
4	T109	88365-88368
1	T109	88370
2	T109	88372-88373
10	T564	88376-88385
2	T105	88386-88387
9	T104	88388-88396
10	T104	88398-88407

<u>Quantity</u>	<u>AAR Car Type Code</u>	<u>Initialled ACFX and Numbered</u>
4	T054	88408-88411
7	T104	88412-88418
9	T104	88420-88428
33	T104	88430-88462
5	T564	88468-88472
9	T104	88473-88481
1	T105	88496
4	T564	88550-88553
3	T105	88579-88581
3	T055	<u>88851-88853</u>
10	T106	89603-89612
1	T104	89624
4	C214	<u>96207-96210</u>
2	C214	96388-96389
6	C214	96394-96399
1	C214	96419
1	C214	96421
6	C214	96423-96428
1	C214	<u>98399</u>
		<u>Initialled RSTX and Numbered</u>
18	T106	23100-23117
10	T106	23119-23128
5	T106	23145-23149

RECAPITULATION

Total Covered Hopper Cars.....1,118

Total Tank Cars..... 836

Total Number of Cars.....1,954

CREDIT AGREEMENT
Dated as of July 15, 1983

ACF Industries, Incorporated, a New Jersey corporation (the "Borrower"), and Citibank, N.A. (the "Bank") agree as follows:

ARTICLE I
AMOUNTS AND TERMS OF THE ADVANCES

SECTION 1.01. The Advances. The Bank agrees, on the terms and conditions hereinafter set forth, to make Advances (as defined in Section 1.07(c)) to the Borrower from time to time from the date hereof to and including June 15, 1990 (the "Termination Date") in an aggregate amount not to exceed at any time outstanding, during each period ("Period") set forth below, the amount set opposite such Period, as such amount may be reduced pursuant to Section 1.04 (such amount, as it may have been so reduced, applicable at the time, being herein the Bank's "Commitment").

<u>Period</u>	<u>Amount</u>
From and including the date hereof until July 15, 1987	\$35,000,000
From and including July 15, 1987 until July 15, 1988	\$30,000,000
From and including July 15, 1988 until July 15, 1989	\$20,000,000
From and including July 15, 1989 until the Termination Date ...	\$10,000,000

Each Advance shall be in an amount not less than \$1,000,000. Within the limits of the Commitment, the Borrower may borrow, repay pursuant to Section 1.05 and reborrow under this Section 1.01.

SECTION 1.02. Making the Advances. Each Domestic Advance (this and certain other terms are defined in Section 1.06(b)), and Reference Advance shall be made on same day notice provided such day is a Business Day and each Eurodollar Advance shall be made on at least two Business Day's notice, from the Borrower to the Bank, specifying the date and amount thereof and selecting the Interest Period and interest rate therefor pursuant to Section 1.06; provided,

however, that if it shall become unlawful for the Bank to obtain funds in the London interbank market in order to fund or maintain Eurodollar Advances or otherwise to perform its obligations hereunder with respect to Eurodollar Advances, the right of the Borrower to select the Eurodollar Rate for any Advance shall thereupon terminate. Not later than 11:00 A.M. (New York City time) on the date of such Advance and upon fulfillment of the applicable conditions set forth in Article II, the Bank will make such Advance available to the Borrower in same day funds at the Bank's office at 399 Park Avenue, New York, New York 10043.

SECTION 1.03. Commitment Fee. The Borrower agrees to pay to the Bank a commitment fee on the average daily unused portion of the Commitment from the date hereof until the Termination Date at the rate of $\frac{3}{8}$ of 1% per annum, payable on the first day of each calendar month during the term of the Commitment, commencing on the date hereof, and on the Termination Date.

SECTION 1.04. Reduction of the Commitment. (a) The Borrower shall have the right, upon at least three Business Days' notice to the Bank, to terminate in whole or reduce in part the unused portion of the Commitment, provided that each partial reduction shall be in the amount of \$1,000,000 or an integral multiple thereof.

(b) In the event that the Borrower shall reduce the Commitment pursuant to Section 1.04(a) during any Period the Commitment applicable to each of the succeeding Periods shall be automatically and simultaneously reduced (without any further act by or on behalf of the Borrower) so that the Commitment in such succeeding Periods shall not exceed the Commitment as so reduced.

SECTION 1.05. Repayment. The Borrower shall repay the principal amount of each Advance on the last day of the Interest Period for such Advance.

SECTION 1.06. (a) Interest Rate. The Borrower shall pay interest on the principal amount of each Advance from the date of such Advance until such principal amount is paid in full, at an interest rate per annum equal (i) during the Interest Period for such Advance to the Domestic Rate, the Eurodollar Rate or the Reference Rate, for such Interest Period, as selected by the Borrower in its notice of such Advance pursuant to Section 1.02, payable on the last day of such Interest Period, provided that if such Interest Period is of a six month duration then interest shall be payable 90

days from the date of such Advance and on the last day of such Interest Period, and (ii) on and after the last day of such Interest Period to a fluctuating rate per annum equal to 1% per annum above the Domestic Rate in effect from time to time, payable on demand.

(b) Certain Definitions. As used in this Agreement, the following terms have the following meanings:

"Business Day" means a day of the year on which banks are not required or authorized to close in New York City and, in connection with Eurodollar Advances, dealings are carried on in the London interbank market and banks are open for business in London.

"Chattel Mortgage" shall have the meaning set forth in Section 2.01(b).

"Commitment" shall have the meaning set forth in Section 1.01.

"Domestic Advance" means an Advance bearing interest during its Interest Period at the Domestic Rate in effect from time to time.

"Domestic Rate" for any Interest Period or any other period means a fluctuating rate per annum as shall be in effect from time to time which rate per annum shall (i) at all times from the date hereof until July 15, 1985 be equal to the Alternate Rate (as defined below), (ii) at all times from July 15, 1985 to July 15, 1987 be equal to 103% of the Alternate Rate, and (iii) at all times from July 15, 1987 and thereafter be equal to 105% of the Alternate Rate for such Interest Period. The term 'Alternate Rate' means the higher of:

(a) the rate of interest announced publicly by the Bank in New York, New York, from time to time, as the Bank's base rate; and

(b) 1/2 of one percent per annum above the latest three-week moving average of secondary market morning offering rates in the United States for three-month certificates of deposit of major United States money market banks, such three-week moving average being determined weekly by the Bank on the basis of such rates reported by certificate of deposit dealers to and published by the Federal

Reserve Bank of New York or, if such publication shall be suspended or terminated, on the basis of quotations for such rates received by the Bank from three New York certificate of deposit dealers of recognized standing selected by the Bank, in either case adjusted to the nearest 1/4 of one percent or, if there is no nearest 1/4 of one percent, to the next higher 1/4 of one percent.

"Eurodollar Advance" means an Advance bearing interest during its Interest Period at the Eurodollar Rate for such Interest Period.

"Eurodollar Rate" for any Interest Period for any Advance means an interest rate per annum equal (i) from the date hereof until July 15, 1985 to 3/8% per annum above the LIBO Rate (as defined below), (ii) from July 15, 1985 until July 15, 1987 to 5/8% per annum above the LIBO Rate, and (iii) from July 15, 1987 until the Termination Date to 7/8% per annum above the LIBO Rate for such Interest Period. The term "LIBO Rate" for any Interest Period means an interest rate per annum equal to the rate of interest per annum at which deposits in United States dollars are offered by the principal office of the Bank in London to prime banks in the London interbank market at 11:00 A.M. (London time) two Business Days before the first day of such Interest Period for a period equal to such Interest Period.

"Event of Default" shall have the meaning set forth in Section 5.01.

"Interest Period" shall have the meaning set forth in Section 1.06(c).

"Loan Document" shall have the meaning set forth in Section 2.01(b).

"Period" shall have the meaning set forth in Section 1.01.

"Reference Advance" means an Advance bearing interest during its Interest Period at the Reference Rate quoted by the Bank and agreed to by the Borrower.

"Reference Rate" for any Interest Period means the rate per annum quoted by the Bank to the Borrower, and agreed to by the Borrower, at any time for such Interest Period; provided, however, that if no rate per

annum shall be agreed between the Borrower and the Bank prior to the first day of such Interest Period as the Reference Rate for such Interest Period, the Reference Rate for such Interest Period shall be the Domestic Rate in effect from time to time.

"Termination Date" shall have the meaning set forth in Section 1.01.

(c) Interest Period. The "Interest Period" for each Advance shall be a period from the date of such Advance to the day which shall occur one, three or six months after the date of such Advance as selected by the Borrower in its notice of such Advance pursuant to Section 1.02; provided, however, that if the last day of such Interest Period would otherwise occur on a day which is not a Business Day, such last day shall be extended to the next succeeding Business Day, except if such Interest Period is for a Eurodollar Advance and such extension would cause such last day to occur in a new calendar month, in which event such last day shall occur on the next preceding Business Day; and provided, further, that in no event shall the Borrower select an Interest Period for any Advance such that (i) the last day of such Interest Period would be later than the last day of any Period and (ii) the outstanding aggregate principal amount of the Advances exceeds the Commitment applicable to the then commencing Period; and in the case of the final Period in no event shall the Borrower select an Interest Period for any Advance during such Period if the last day of such Interest Period would be later than July 15, 1990.

SECTION 1.07. Deferral, Capitalization or Balances in Lieu of Interest in Excess of 15% Per Annum.

(a) In the case of each interest payment date which is the last day of an Interest Period and on which the interest then due exceeds the amount of interest which would have been due if the average daily interest rate during the Interest Period ending on such payment date had been 15% per annum, the Borrower shall have the option of deferring the payment of the portion of the interest then due equal to such excess and paying such portion in accordance with the terms of whichever of paragraph (b) or paragraph (c) below shall be applicable.

(b) In the case of each interest payment date which is the last day of an Interest Period and on which the interest then due is less than the amount of interest which would have been due if the average daily interest rate during the Interest Period ending on such payment date had been 15%

per annum, there will be added to the interest payable by the Borrower on such payment date an amount equal to the lesser of (i) an amount equal to such deficiency but not to exceed the amount of interest then due and (ii) all interest the payment of which was previously deferred pursuant to paragraph (a) above and which was not previously paid pursuant to this paragraph (b) or pursuant to paragraph (c) below.

(c) In the case of each interest payment date which is the last interest payment date in a calendar year, if the Borrower has theretofore elected to defer excess interest pursuant to paragraph (a) above, the Borrower shall exercise one of the following two options after giving effect to whichever of paragraph (a) or paragraph (b) above shall be applicable to such payment date: (i) pay additional interest on such payment date in an amount equal to the sum of (A) any interest the payment of which otherwise would be deferred on such payment date pursuant to paragraph (a) above and (B) any interest the payment of which was previously deferred pursuant to paragraph (a) above and which was not previously paid pursuant to paragraph (b) above or pursuant to this paragraph (c); or (ii) borrow from the Bank on such interest payment date an amount equal to the additional interest referred to in clause (i) above. If the Borrower shall elect the option to borrow referred to in clause (ii) above, the Bank will make the proceeds of such borrowing available to the Borrower by paying to itself, on behalf of the Borrower, such additional interest then due. The Borrower shall not be entitled to elect the option to borrow pursuant to clause (ii) above, and shall be deemed to have elected the option to pay (and shall be obligated to pay) additional interest pursuant to clause (i) above, unless: (A) the Borrower shall have furnished the Bank written or telex notice of its election of such option at least two Business Days prior to the respective interest payment date specifying therein the requested date of such borrowing, the Interest Period and interest rate therefor pursuant to Section 1.06 (borrowings under this Section 1.07(c) as well as under Section 1.1 being hereinafter referred to collectively, as "Advances" and individually, as an "Advance"); and (B) the following statements shall be true: (I) that all of the representations and warranties contained in Article III hereof shall be true and correct on and as of the respective interest payment date and no Event of Default hereunder (or any event which with the passage of time or the giving of notice or both would constitute an Event of Default hereunder) shall have occurred and then be continuing; and (II) that the Value of Equipment (as defined in the Chattel Mortgage) as determined in accordance with the current Code of Rules Governing the

Settlement for Destroyed or Damaged Cars by the Association of American Railroads, is on and as of the date of such Advance equal to or greater than 150% of the outstanding amount of all Advances including such Advance; and each borrowing of the proceeds of the Advance being deemed to constitute a representation and warranty by the Borrower that the foregoing statements are true and correct on and as of the date of the Advance to which it relates. In the case of each such Advance, the amount so borrowed shall constitute for all purposes hereof and of the Chattel Mortgage (as defined in Section 2.01(b) hereof) an additional principal amount evidenced by this Agreement. The Borrower shall pay interest on the principal amount of each Advance from the date of such Advance until such principal amount is paid in full, at an interest rate per annum equal (i) during the Interest Period for such Advance to the Domestic Rate, the Eurodollar Rate or the Reference Rate, for such Interest Period, as selected by the Borrower in its notice of such Advance pursuant to this paragraph, payable on the last day of such Interest Period, provided that if such Interest Period is of a six month duration then interest shall be payable 90 days from the date of such Advance and on the last day of such Interest Period and (ii) on and after the last day of such Interest Period to a fluctuating rate per annum equal to 1% per annum above the Domestic Rate in effect from time to time, payable on demand. All of the provisions hereof shall apply to such additional principal and interest thereon, except only that (i) such additional principal amount shall not be due until July 15, 1990 unless earlier accelerated pursuant to Section 1.08 or Article V hereof and (ii) the terms of paragraphs (a) and (b) above and the first sentence of this paragraph (c) and the terms of paragraph (d) below shall not be applicable to the interest payable on such additional principal amount (with the effect that such interest shall be payable in full in cash when due strictly as provided in this paragraph (c) without regard to the terms of said paragraphs (a) and (b), the first sentence of this paragraph (c) and paragraph (d) below), and such additional principal amount and the interest thereon shall not be included in any of the computations made pursuant to said paragraphs (a) and (b), the first sentence of this paragraph (c) and paragraph (d) below.

(d) Irrespective of the terms of paragraph (a) above, in the case of any interest payment date with respect to which said paragraph (a) shall be applicable, the Borrower may elect to maintain in a non-interest bearing checking account of the Borrower with the Bank an average daily credit balance during the calendar quarter immediately following such payment date in an amount at least equal to the quotient of (i) the portion of the interest due on such payment date

the payment of which the Borrower is permitted to defer pursuant to paragraph (a) above divided by (ii) the average of the daily quotations for reserve rate on demand deposits as published by the New York Federal Reserve Bank for the three-month period ending on such payment date. If the Borrower shall elect such option with respect to such interest payment date, the Borrower shall not be required either to pay such portion of such interest or to defer the payment thereof pursuant to paragraph (a) above, and such portion of such interest shall not be deemed deferred for the purposes of paragraph (c) above; provided, however, that, if, after the exercise of such right, the Borrower shall fail for any reason to maintain such daily average credit balance for such calendar quarter as provided above, then, at the end of such quarter and without necessity of further act, such portion of such interest shall thereupon become payable by the Borrower to the Bank upon demand.

(e) The Borrower shall not be entitled to exercise any of its rights pursuant to paragraph (a), (b) or (d) above with respect to any interest payment date unless: (i) the Borrower shall have furnished the Bank written or telex notice of its election to exercise such right at least two Business Days prior to such payment date; and (ii) no Event of Default hereunder (or any event which with the passage of time or the giving of notice or both would constitute an Event of Default hereunder) shall have occurred and then be continuing.

SECTION 1.08. Prepayments. (a) The Borrower may, upon same day notice to the Bank, prepay the outstanding amount of the Domestic Advances in whole or in part with accrued interest to the date of such prepayment on the amount prepaid; provided, however, that each partial prepayment shall be in an aggregate principal amount not less than \$1,000,000, and provided, further, that the Borrower shall have no right to prepay any principal amount of any Advance other than a Domestic Advance.

(b) Notwithstanding Section 1.08(a), if the value of the Equipment (as defined in the Chattel Mortgage), as determined in accordance with the then current Code of Rules Governing the Settlement for Destroyed or Damaged Cars adopted by the Association of American Railroad is, at any time during the term of any Advance, equal to an amount less than 150% of the outstanding principal amount of all Advances, then the Bank shall have the option of requiring

the Borrower to prepay the difference between the value of the cars (as defined in the Chattel Mortgage) and 150% of the outstanding principal amount of all Advances, together with accrued interest.

SECTION 1.09. (a) Increased Costs. If either (i) the introduction of or any change (including, without limitation, any change by way of imposition or increase of reserve requirements other than those referred to in subsection (b) below) in or in the interpretation of any law or regulation or (ii) the compliance by the Bank with any guideline or request from any central bank or other governmental authority (whether or not having the force of law), shall result in any increase in the cost to the Bank of making, funding or maintaining Eurodollar Advances, then the Borrower shall from time to time, upon demand by the Bank, pay to the Bank additional amounts sufficient to indemnify the Bank against such increased cost. A certificate as to the amount of such increased cost, submitted to the Borrower by the Bank, shall be conclusive.

(b) Additional Interest. The Borrower shall pay to the Bank additional interest on the principal amount of each Eurodollar Advance until such principal amount is paid in full, payable on the last day of the Interest Period for such Eurodollar Advance, at an interest rate per annum equal to the excess of (i) the rate obtained by dividing the LIBO Rate for such Interest Period by a percentage equal to 100% minus the reserve percentage applicable during such Interest Period under regulations issued from time to time by the Board of Governors of the Federal Reserve System (or if more than one such percentage is so applicable, minus the daily average for such percentages for those days in such Interest Period during which any such percentage shall be so applicable) for determining the maximum reserve requirement (including, without limitation, any marginal reserve requirement) for the Bank in respect of liabilities or assets consisting of or including Eurocurrency liabilities over (ii) the LIBO Rate for such Interest Period.

SECTION 1.10. Payments and Computations. The Borrower shall make each payment hereunder and under the Note (as hereinafter defined) not later than 12:00 noon (New York City time) on the day when due in lawful money of the United States of America to the Bank at its office at 399 Park Avenue, New York, New York 10043 in same day funds. The Borrower hereby authorizes the Bank, if and to the extent payment is not made when due hereunder or under the Note, to

charge from time to time against the Borrower's accounts with the Bank any amount so due. All computations of interest (other than interest at the Domestic Rate) and of the commitment fee hereunder shall be made by the Bank on the basis of a year of 360 days, and all computations of interest at the Domestic Rate shall be made by the Bank on the basis of a year of 365 or 366 days, as the case may be, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or commitment fee is payable.

SECTION 1.11. Evidence of Debt. The indebtedness of the Borrower resulting from all Advances made from time to time shall be evidenced by a promissory note of the Borrower, in substantially the form of Exhibit A hereto (the "Note"), delivered to the Bank pursuant to Article II.

ARTICLE II CONDITIONS OF LENDING

SECTION 2.01. Condition Precedent to Initial Advance. The obligation of the Bank to make its initial Advance is subject to the condition precedent that the Bank shall have received on or before the day of such Advance the following, each dated such day, in form and substance satisfactory to the Bank:

(a) The Note.

(b) A Chattel Mortgage, duly executed by the Borrower, in substantially the form of Exhibit B (the "Chattel Mortgage", and together with this Agreement and the Note collectively the "Loan Documents" and individually a "Loan Document"), together with (i) acknowledgment copies of proper Financing Statements (Form UCC-1) duly filed under the Uniform Commercial Code of all jurisdictions as may be necessary or, in the opinion of the Bank, desirable to perfect the security interests created by the Chattel Mortgage, (ii) certified copies of Requests for Information or Copies (Form UCC-11), or equivalent reports, listing the Financing Statements referred to in (i) above and all other effective financing statements which name the Grantor (under its present name and any previous name) as debtor and which are filed in the jurisdictions referred to in (i), together with copies of such other financing statements (none of which shall cover the collateral purported to be covered by the Chattel Mortgage), and (iii) evidence of the completion of all

recordings and filings of the Chattel Mortgage as may be necessary or, in the opinion of the Bank, desirable to perfect the security interests and liens created by the Chattel Mortgage.

(c) Certified copies of the resolutions of the Board of Directors of the Borrower approving the Loan Documents and of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to the Loan Documents.

(d) A certificate of the Secretary or an Assistant Secretary of the Borrower certifying the names and true signatures of the officers of the Borrower authorized to sign the Loan Documents and the other documents to be delivered hereunder.

(e) A favorable opinion of Messrs. Hardy, Peal, Rawlings, Werner & Coogan, counsel for the Borrower, as to matters referred to in Section 3.01 (except subsections (e) and (g) thereof and except that as to subsection (f) the opinion may be qualified to the best of counsel's knowledge), as to the due creation, perfection and priority of the security interest created by the Chattel Mortgage, of Messrs. Wilmer, Cutler & Pickering, special ICC counsel for the Borrower, and Messrs. Scott & Aylen, special Canadian counsel for the Borrower and as to such other matters as the Bank may reasonably request.

(f) A favorable opinion of Messrs. Shearman & Sterling, counsel for the Bank, and of other local counsel who may be retained by said counsel, as to such matters as the Bank may reasonably request.

SECTION 2.02. Conditions Precedent to All Advances. The obligation of the Bank to make each Advance (including the initial Advance) shall be subject to the further conditions precedent that on the date of such Advance (a) the following statements shall be true:

(i) The representations and warranties contained in Section 3.01 (excluding those contained in subsections (e) and (f) thereof) are correct on and as of the date of such Advance as though made on and as of such date,

(ii) No event has occurred and is continuing, or would result from such Advance, which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or

time elapse or both, and

(iii) The value of the Equipment (as defined in the Chattel Mortgage), as determined in accordance with the current Code of Rules Governing the Settlement for Destroyed or Damaged Cars adopted by the Association of American Railroads, is on and as of the date of such Advance equal to or greater than 150% of the outstanding amount of all Advances including such Advance,

each borrowing of the proceeds of the Advance being deemed to constitute a representation and warranty by the Borrower that the foregoing statements contained in this Section 2.02 are true and correct on and as of the date of the Advance to which it relates, and (b) the Bank shall have received such other approvals, opinions or documents as the Bank may reasonably request.

SECTION 2.03. Additional Condition Precedent to Certain Advances. The obligation of the Bank to make that portion of any Advance which would increase the aggregate outstanding amount of Advances over the aggregate amount of Advances outstanding immediately prior to the making of such Advance shall be subject to the further condition precedent that on the date of such Advance the representations and warranties contained in subsections (e) and (f) of Section 3.01 are correct on and as of the date of such Advance as though made on and as of such date, the borrowing of the proceeds of such Advance being deemed to constitute a representation and warranty by the Borrower that the foregoing statements in this Section 2.03 are true and correct on and as of the date of such Advance.

ARTICLE III REPRESENTATIONS AND WARRANTIES

SECTION 3.01. Representations and Warranties of the Borrower. The Borrower represents and warrants as follows:

(a) The Borrower is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction indicated at the beginning of this Agreement.

(b) The execution, delivery and performance by the Borrower of each Loan Document are within the Borrower's corporate powers, have been duly authorized by all necessary corporate action, and do not contravene (i) the Borrower's charter or by-laws or (ii) law or any contractual restriction binding on or affecting the Borrower and do not result in or require the creation of any lien, security interest or other charge or encumbrance (other than pursuant hereto) upon or with respect to any of its properties.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Borrower of any Loan Document except for notice of filing of the Mortgage with the ICC, which has been duly made and is in full force and effect.

(d) This Agreement is, and each other Loan Document when delivered hereunder will be, legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms.

(e) The balance sheets of the Borrower and its subsidiaries as at December 31, 1982, and the related statements of income and retained earnings of the Borrower and its subsidiaries for the fiscal year then ended, certified by Price Waterhouse, independent certified public accountants and the balance sheets of the Borrower and its subsidiaries as at March 31, 1983 and the related statements of income and retained earnings of the Borrower and its subsidiaries for the 3 months then ended, duly certified by the chief financial officer of the Borrower, copies of which have been furnished to the Bank, fairly present the financial condition of the Borrower and its subsidiaries as at such date and the results of the operations of the Borrower and its subsidiaries for the period ended on such date, all in accordance with generally accepted accounting principles consistently applied, and since March 31, 1983, there has been no material adverse change in such condition or operations.

(f) There is no pending or threatened action or proceeding affecting the Borrower or any of its subsidiaries before any court, governmental agency or arbitrator, which may materially adversely affect the

financial condition or operations of the Borrower or any subsidiary.

(g) No proceeds of any Advance will be used to acquire any security in any transaction which is subject to Sections 13 and 14 of the Securities Exchange Act of 1934.

(h) The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System), and no proceeds of any Advance will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

ARTICLE IV COVENANTS OF THE BORROWER

SECTION 4.01. Affirmative Covenant. So long as the Note shall remain unpaid or the Bank shall have any Commitment hereunder, the Borrower will, unless the Bank shall otherwise consent in writing, comply, and cause each of its subsidiaries to comply, in all material respects with all applicable laws, rules, regulations and orders, such compliance to include, without limitation, paying before the same become delinquent all taxes, assessments and governmental charges imposed upon it or upon its property except to the extent contested in good faith.

ARTICLE V EVENTS OF DEFAULT

SECTION 5.01. Events of Default. If any of the following events ("Events of Default") shall occur and be continuing:

(a) The Borrower shall fail to pay any principal amount of, or interest on, the Note when due or shall fail to make any other payment due hereunder; or

(b) Any representation or warranty made or deemed made by the Borrower herein or by the Borrower (or any of its officers) in connection with this Agreement or

any Loan Document shall prove to have been incorrect in any material respect when made or deemed made; or

(c) The Borrower shall fail to perform or observe any other term, covenant or agreement contained in this Agreement or any Loan Document on its part to be performed or observed and any such failure shall remain unremedied for 20 days after written notice thereof shall have been given to the Borrower by the Bank; or

(d) The Borrower or any of its subsidiaries shall fail to pay any Debt (as defined below) greater than \$1,000,000 in original principal amount (excluding Debt evidenced by this Note) of the Borrower or such subsidiary (as the case may be), or any interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or any other default under any agreement or instrument relating to any such Debt, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Debt; or any such Debt shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof.

"Debt" means (i) indebtedness for borrowed money or for the deferred purchase price of property or services, (ii) obligations as lessee under leases which shall have been or should be, in accordance with generally accepted accounting principles, recorded as capital leases, and (iii) obligations under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clause (i) or (ii) above and (iv) liabilities in respect of unfunded vested benefits under plans covered by Title IV of ERISA; or

(e) The Borrower or any of its subsidiaries shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be

instituted by or against the Borrower or any of its subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property; or the Borrower or any of its subsidiaries shall take any corporate action to authorize any of the actions set forth above in this subsection (e); or

(f) Any judgment or order for the payment of money in excess of \$1,000,000 shall be rendered against the Borrower or any of its subsidiaries and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be any period of 10 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(g) Any governmental authority or any person or entity acting or purporting to act under governmental authority shall have taken any action to condemn, seize or appropriate, or to assume custody or control of, all or any substantial part of the property of the Borrower or shall have taken any action to displace the management of the Borrower or to curtail its authority in the conduct of the business of the Borrower;

then, and in any such event, the Bank may, by notice to the Borrower, (i) declare its obligation to make Advances to be terminated, whereupon the same shall forthwith terminate, and (ii) declare the Advances, and the Note, all interest thereon and all other amounts payable under this Agreement to be forthwith due and payable, whereupon the Advances, and the Note, all such interest and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by the Borrower.

ARTICLE VI MISCELLANEOUS

SECTION 6.01. Amendments, Etc. No amendment or

waiver of any provision of this Agreement or the Note, nor consent to any departure by the Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 6.02. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic communication) and mailed or telegraphed or delivered, if to the Borrower, at its address at 750 Third Avenue, New York, New York 10017, Attention: Treasurer; and if to the Bank, at its address at 399 Park Avenue, New York, New York 10043, Attention: Metropolitan Department; or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications shall, when mailed or telegraphed, be effective when deposited in the mails or delivered to the telegraph company, respectively, addressed as aforesaid, except that notices to the Bank pursuant to the provisions of Article I shall not be effective until received by the Bank.

SECTION 6.03. No Waiver; Remedies. No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder or under the Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder or under the Note preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 6.04. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles consistently applied, except as otherwise stated herein.

SECTION 6.05. Costs, Expenses and Taxes. (a) The Borrower agrees to pay on demand all costs and expenses in connection with the preparation, execution, delivery and administration of this Agreement, the Note, the Chattel Mortgage and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of all counsel for the Bank with respect thereto and with respect to advising the Bank as to its rights and responsibilities under this Agreement and the Chattel Mortgage, and all costs and expenses, if any (including reasonable counsel fees and expenses), in connection with the enforcement of this Agreement, the Note,

the Chattel Mortgage and the other documents to be delivered hereunder. In addition, the Borrower shall pay any and all stamp and other taxes payable or determined to be payable in connection with the execution and delivery of this Agreement, the Note, the Chattel Mortgage and the other documents to be delivered hereunder, and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes.

(b) If, as a result of a payment made by the Borrower due to acceleration of the maturity of the Advances and the Note pursuant to Section 5.01 or due to any other reason, the Bank receives payment of any principal amount of any Advance other than a Domestic Advance on a day other than the last day of the Interest Period for such Advance, the Borrower shall pay to the Bank on demand that amount, if any, required to compensate the Bank for additional losses, costs or expenses which it may accrue as a result of such payment.

SECTION 6.06. Right of Set-off. Upon the occurrence and during the continuance of any Event of Default the Bank is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Bank to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement, the Note, or the Chattel Mortgage, irrespective of whether or not the Bank shall have made any demand under this Agreement, the Note, or the Chattel Mortgage, and although such obligations may be unmatured. The Bank agrees promptly to notify the Borrower after any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Bank under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Bank may have.

SECTION 6.07. Binding Effect; Governing Law. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Bank and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Bank. This Agreement and the Note shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6.08. Severability of Provisions. Any provision of this Agreement or the Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 6.09. Headings. Article and Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

SECTION 6.10. Computation of Time Periods. In this Agreement, except as otherwise provided, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the word "to" or "until" means "to but excluding".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ACF INDUSTRIES, INCORPORATED

By _____
Title:

CITIBANK, N.A.

By _____
Vice President

EXHIBIT A
PROMISSORY NOTE

\$35,000,000

Dated as of July 15, 1983

FOR VALUE RECEIVED, the undersigned, ACF Industries, Inc. (the "Borrower"), a corporation organized and existing under the laws of New Jersey, HEREBY PROMISES TO PAY to the order of Citibank, N.A. (the "Bank") the principal amount of each Advance (as defined below) made by the Bank to the Borrower on the last day of the Interest Period (as defined in the Credit Agreement referred to below) for such Advance.

The Borrower promises to pay interest on the principal amount of each Advance from the date of such Advance until such principal amount is paid in full, at such interest rates, and payable at such times, as are specified in the Credit Agreement referred to below.

Both principal and interest are payable in lawful money of the United States of America to the Bank at 399 Park Avenue, New York, New York 10043 in same day funds. Each Advance made by the Bank to the Borrower and the maturity thereof, and all payments made on account of principal hereof, shall be recorded by the Bank and, prior to any transfer hereof, endorsed on the grid attached hereto which is a part of this Promissory Note.

This Promissory Note is the Note referred to in, and is entitled to the benefits of, the Credit Agreement dated as of July 15, 1983 (the "Credit Agreement"), between the Borrower and the Bank, which Credit Agreement, among other things, (i) provides for the making of advances (the "Advances") by the Bank to the Borrower from time to time in an aggregate amount not to exceed at any time outstanding the amount first above mentioned, and (ii) contains provisions for acceleration of the maturities hereof upon the happening of certain stated events.

ACF INDUSTRIES, INCORPORATED

By _____
Title:

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● ● ●

PROMISSORY NOTE

\$35,000,000

Dated as of July 15, 1983

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ACF INDUSTRIES, INCORPORATED

By _____
Title:

ADVANCES, MATURITIES, AND PAYMENTS OF PRINCIPAL

[illegible]